

RETURN DATE: FEBRUARY 20 , 2018 : SUPERIOR COURT
GLORIA FARBER, as Executor of the : J.D. OF HARTFORD
Estate of HILLIARD FARBER, : AT HARTFORD
v. :
FORE GROUP, INC. and FOTIS DULOS : JANUARY 25, 2018

COMPLAINT

COUNT ONE – Breach of Contract

1. This is an action to recover loans made to the defendant Fore Group by Hilliard Farber (“Farber”).

2. Plaintiff Gloria Farber is the surviving spouse of Farber, who died on January 8, 2017. On March 13, 2017, the Surrogate’s Court of the State of New York appointed plaintiff Gloria Farber and John P. Schmitt as co-executors and fiduciaries of the Estate of Hilliard Farber. Plaintiff Gloria Farber brings this action in her fiduciary capacity as an executor of the Estate of Hilliard Farber.

3. Fore Group is involved in residential real estate development.

4. Fore Group was formed by Fotis Dulos (“Dulos”) who is the company’s sole shareholder and at all times has controlled the business of defendant.

5. Beginning in or about 2004, decedent began to loan funds to defendant and its predecessor entities, Fore Group LLC and/or Fore Group US LLC ("Fore Group"), for the purchase of real properties.

6. Decedent and the defendant Fore Group established a course of dealing in which decedent would loan funds to the defendant Fore Group and its predecessors for the purchase of various real properties. The funds would be repaid to the decedent no later than the re-sales of the properties.

7. Over the years, decedent and the defendant Fore Group followed a pattern with respect to the purchase and subsequent sale of various properties, as to which the defendant Fore Group purchased properties with funds loaned by decedent, improved the properties, and re-sold them. Upon the re-sales of the properties, the defendant Fore Group repaid decedent in full funds that decedent had loaned defendant, Fore Group.

8. On or about April 2015, decedent loaned \$1,500,000 to defendant for the purchase of 183 Hemlock Hill Road, New Canaan, Connecticut (the "Hemlock Hill Road Property"), pursuant to which Fore Group was to repay in full the \$1,500,000 upon its sale of the property (the "2015 Loan").

9. Notwithstanding the terms of the 2015 Loan, in or about November 2016, after defendant Fore Group sold the Hemlock Hill Road Property, defendant Fore Group only repaid decedent \$500,000 of the \$1,500,000 loan.

10. Plaintiff has demanded in writing that the defendant Fore Group repay to plaintiff the outstanding \$1,000,000 due and owing under the 2015 Loan which defendant Fore Group has failed and refused to pay.

COUNT TWO

1-7. Paragraphs 1 through 7 of Count One are hereby incorporated and made paragraphs 1 through 7 of this Count Two as if fully set forth herein.

8. Also, in or about October 2009, decedent loaned \$670,000 to defendant for the purchase of 585 Deercliff Road, Avon, Connecticut (the "Deercliff Road Property"), which loan has not been repaid notwithstanding the excessive passage of time (the "2009 Loan").

9. Defendant Fore Group entered into negotiations and/or a contract to sell same, but has now allegedly defaulted resulting in substantial litigation between the proposed buyer and defendant Fore Group.

10. The true status of the property and its saleability has been compromised by defendant Fore Group. Plaintiff claims an interest in said property by virtue of its loan and is filing a lis pendens in connection with filing this suit.

11. Plaintiff has sustained substantial damages.

COUNT THREE – Unjust Enrichment

1-10. Paragraphs 1 through 10 of Count One are hereby incorporated and made paragraphs 1 through 10 of this Count Three as if fully set forth herein.

8-11. Paragraphs 8 through 11 of Count Two are hereby incorporated and made paragraphs 8 through 11 of this Count Three as if fully set forth herein.

12. While the plaintiff decedent and the defendant Fore Group maintained an informal course of dealing due to the fact that the decedent was the father-in-law of the defendant Dulos, substantial monies are due and owing from the defendants for which they would otherwise be unjustly enriched, if not obligated to repay said sums.

13. Demand has been made for the repayment of said funds from the defendants. The defendants have failed and neglected to repay same, all to the special loss and damage of the plaintiff.

14. The defendants have and continue to have the use and benefit of the decedent's loans without repaying said funds and have materially benefited therefrom unjustly on account of which the plaintiff is damaged.

COUNT FOUR

1-8. Paragraphs 1 through 8 of Count One are hereby incorporated and made paragraphs 1 through 8 of this Count Four, as if fully set forth herein.

9-12. Paragraphs 8 through 11 of Count Two are hereby incorporated and made paragraphs 9 through 12 of this Count Four, as if fully set forth herein.

13.-15. Paragraphs 12 through 14 of Count Three are hereby incorporated and made paragraphs 12 through 14 of this Count Four, as if fully set forth herein.

16. At all times relevant hereto, the defendant Dulos controlled the entity known as defendant Fore Group Inc. and its predecessor companies, including Fore Group LLC and Fore Group U.S. LLC.

17. Upon information and belief, at all times relevant hereto, the defendant Fore Group Inc. had no independent will or identity and said entity was used as a means together with its previous entities to otherwise artificially attempt to shield the defendant Dulos from personal liability.

18. At all times relevant hereto the defendant Dulos used the defendant corporation and its predecessor entities as instrumentalities by which it wrongfully secured funds from the decedent and through which Dulos seeks to avoid the repayment for same and/or at all times the defendant

corporation had no independent will from the defendant Dulos, all as a result of which the plaintiff has been damaged and seeks recovery against defendant Dulos as well as the corporation.

COUNT FIVE – *Constructive Trust*

1-11. Paragraphs 1 through 11 of Count Two are hereby incorporated and made paragraphs 1 through 11 of this Count Five as if fully set forth herein.

12. Decedent provided the purchase price for the Deercliff Road Property.

13. Fore Group, through an abuse of confidence and unconscionable conduct, used decedent's funds to obtain title to the Deercliff Road Property.

14. Fore Group would be unjustly enriched by its retention of title to the Deercliff Road Property to the detriment of plaintiff, and therefore, plaintiff has an equitable interest to the Deercliff Road Property.

15. By reason of the foregoing, plaintiff claims a constructive trust to be imposed upon the Deercliff Road Property.

WHEREFORE, Plaintiff claims:

1. Damages;
2. As to Count Five, a constructive trust in favor of plaintiff with respect to the Deercliff Road Property;
3. Attorneys' fees;
4. Pre- and post-judgment interest; and
5. Such other and further relief as the Court deems just and proper.

PLAINTIFF,

By 

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STATEMENT OF AMOUNT IN DEMAND

The amount in demand, exclusive of interest and costs, is greater than
Fifteen Thousand (\$15,000.00) Dollars.

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